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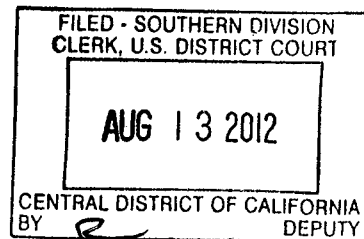
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MAVRIX PHOTO, INC., a Florida
corporation,

Plaintiff,

v.

GG DIGITAL, INC., a Delaware
corporation; and DOES 1-10 INCLUSIVE,

Defendants.

Case No. SACV12-00435 JST (JPRx)

STIPULATED PROTECTIVE ORDER
~~PROPOSED~~

DISCOVERY MATTER

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20804.2

STIPULATED PROTECTIVE ORDER

1 STIPULATION REGARDING CONFIDENTIAL INFORMATION

2 1. PURPOSES AND LIMITATIONS

3 Disclosure and discovery activity in this action are likely to involve production of
4 confidential, proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may be
6 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does not
8 confer blanket protections on all disclosures or responses to discovery and that the
9 protection it affords from public disclosure and use extends only to the limited information
10 or items that are entitled to confidential treatment under the applicable legal principles. The
11 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
12 Protective Order does not entitle them to file confidential information under seal; Civil
13 Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and
14 the standards that will be applied when a party seeks permission from the court to file
15 material under seal.

16
17 2. DEFINITIONS

18 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
19 information or items under this Order.

20 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it
21 is generated, stored or maintained) or tangible things that contain proprietary business or
22 personal information of a party (or of a third person whose information the party is under a
23 duty to maintain in confidence). Disclosure or Discovery Material containing Confidential
24 Information may be designated "CONFIDENTIAL."

25 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel
26 (as well as their support staff).

1 2.4 Designating Party: a Party or Non-Party that designates information or items
2 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL AND/OR
3 ATTORNEYS EYES ONLY."

4 2.5 Disclosure or Discovery Material: all items or information, such as oral,
5 written, documentary, testimony, tangible, intangible, electronic, or digitized, now or
6 hereafter, that are produced or generated in disclosures or responses to discovery in this
7 matter, including material or information produced by non-parties if they so request.

8 2.6 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
10 expert witness or as a consultant in this action, provided that prior to such disclosure the
11 identities of such experts or consultants are disclosed to the Designating Party, including a
12 copy of the Expert's resume and consulting/testifying history for the past five years, and
13 the Designating Party has fourteen (14) days to object, and provided that such experts or
14 consultants shall execute an undertaking in the form set forth in Exhibit A.

15 2.7 House Counsel: attorneys who are employees of a party to this action. House
16 Counsel does not include Outside Counsel of Record or any other outside counsel.

17 2.8 Non-Party: any natural person, partnership, corporation, association, or other
18 legal entity not named as a Party to this action.

19 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this
20 action but are retained to represent or advise a party to this action and have appeared in this
21 action on behalf of that party or are affiliated with a law firm which has appeared on behalf
22 of that party (presently, One, LLP for plaintiff Mavrix Photo, Inc. and Gordon & Rees LLP
23 for defendant GG Digital, Inc.).

24 2.10 Party: any party to this action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their support
26 staffs).

27 2.11 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
28 Material in this action.

1 2.12 Professional Vendors: persons or entities that provide litigation support
 2 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
 3 and organizing, storing, or retrieving data in any form or medium) and their employees and
 4 subcontractors.

5 2.13 Protected Material: any Disclosure or Discovery Material that is designated as
 6 “CONFIDENTIAL AND/OR ATTORNEYS EYES ONLY.”

7 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from
 8 a Producing Party.

9 2.15 “Attorneys’ Eyes Only”: extremely sensitive CONFIDENTIAL information,
 10 disclosure of which to another Party or Non-Party would create substantial risk of harm that
 11 could not be avoided by less restrictive means. Relevant examples of such “Attorneys Eyes
 12 Only” information may include, without limitation, currently competitive trade secrets,
 13 minutes of Board meetings, pricing data, financial data, sales information, customer-
 14 confidential information, agreements or relationships with non-parties, market projections
 15 or forecasts, strategic business plans, selling or marketing strategies, or information about
 16 employees.

17 18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected
 20 Material (as defined above), but also (1) any information copied or extracted from
 21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
 22 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
 23 that might reveal Protected Material. However, the protections conferred by this Stipulation
 24 and Order do not cover the following information: (a) any information that is in the public
 25 domain at the time of disclosure to a Receiving Party or becomes part of the public domain
 26 after its disclosure to a Receiving Party as a result of publication not involving a violation
 27 of this Order, including becoming part of the public record through trial or otherwise; and
 28 (b) any information known to the Receiving Party prior to the disclosure or obtained by the

1 Receiving Party after the disclosure from a source who obtained the information lawfully
2 and under no obligation of confidentiality to the Designating Party. Any use of Protected
3 Material at trial shall be governed by a separate agreement or order.

4
5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations imposed
7 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or
8 a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
9 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
10 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
11 trials, or reviews of this action, including the time limits for filing any motions or
12 applications for extension of time pursuant to applicable law.

13
14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
16 Party or Non-Party that designates information or items for protection under this Order
17 must take care to limit any such designation to specific material that qualifies under the
18 appropriate standards. The Designating Party must designate for protection only those parts
19 of material, documents, items, or oral or written communications that qualify – so that
20 other portions of the material, documents, items, or communications for which protection is
21 not warranted are not swept unjustifiably within the ambit of this Order.

22 If it comes to a Designating Party's attention that information or items that it
23 designated for protection do not qualify for protection, that Designating Party must
24 promptly notify all other Parties that it is withdrawing the mistaken designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this
26 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
27 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
28 must be clearly so designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents, but
3 excluding transcripts of depositions or other pretrial or trial proceedings), that the
4 Producing Party affix the legend "CONFIDENTIAL AND/OR ATTORNEYS EYES
5 ONLY" to each page that contains protected material. If only a portion or portions of the
6 material on a page qualifies for protection, the Producing Party also must clearly identify
7 the protected portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents or materials available for
9 inspection need not designate them for protection until after the inspecting Party has
10 indicated which material it would like copied and produced. During the inspection and
11 before the designation, all of the material made available for inspection shall be deemed
12 "CONFIDENTIAL AND/OR ATTORNEYS EYES ONLY." After the inspecting Party has
13 identified the documents it wants copied and produced, the Producing Party must determine
14 which documents, or portions thereof, qualify for protection under this Order. Then, before
15 producing the specified documents, the Producing Party must affix the "CONFIDENTIAL
16 AND/OR ATTORNEYS EYES ONLY" legend to each page that contains Protected
17 Material. If only a portion or portions of the material on a page qualifies for protection, the
18 Producing Party also must clearly identify the protected portion(s) (e.g., by making
19 appropriate markings in the margins).

20 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
21 Designating Party identifies on the record, before the close of the deposition, hearing, or
22 other proceeding, all protected testimony. This provision does not apply to any court
23 proceedings. At the time of any such proceeding, the parties must seek guidance from the
24 judicial officer assigned to this case on how the use of protected material in such
25 proceedings will be handled.

26 Deposition testimony may be treated as "CONFIDENTIAL AND/OR ATTORNEYS
27 EYES ONLY" during the deposition, as the Designating Party may direct, and the
28 transcript of the designated testimony shall be transcribed on separate pages and so marked

1 by the reporter. A Designating Party also may so designate portions of the deposition after
 2 the transcription is produced and shall have twenty (20) days after receipt of such
 3 deposition transcript to advise the Receiving Party, in writing, of the portions of the
 4 deposition transcript that are to be designated as "CONFIDENTIAL AND/OR
 5 ATTORNEYS EYES ONLY" after which period the right to make such designations shall
 6 be waived.

7 The Designating Party may exclude any person from a deposition, other than those to
 8 whom Confidential Information may be disclosed pursuant to this Order. Failure of such
 9 person(s) to comply with the request hereunder shall constitute substantial justification for
 10 counsel to advise the witness to refrain from answering the question seeking to reveal
 11 Confidential Information.

12 (c) for information produced in some form other than documentary and for any other
 13 tangible items, that the Producing Party affix in a prominent place on the exterior of the
 14 container or containers in which the information or item is stored the legend
 15 "CONFIDENTIAL AND/OR ATTORNEYS EYES ONLY." If only a portion or portions
 16 of the information or item warrant protection, the Producing Party, to the extent practicable,
 17 shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 19 designate qualified information or items does not, standing alone, waive the Designating
 20 Party's right to secure protection under this Order for such material. Upon timely correction
 21 of a designation, the Receiving Party must make reasonable efforts to assure that the
 22 material is treated in accordance with the provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
 26 of confidentiality at any time. Unless a prompt challenge to a Designating Party's
 27 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
 28 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party

1 does not waive its right to challenge a confidentiality designation by electing not to mount
2 a challenge promptly after the original designation is disclosed.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
4 process by providing written notice of each designation it is challenging and describing the
5 basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the
6 written notice must recite that the challenge to confidentiality is being made in accordance
7 with this specific paragraph of the Protective Order. The parties shall attempt to resolve
8 each challenge in good faith and must begin the process by conferring directly (in voice to
9 voice dialogue; other forms of communication are not sufficient) within 14 days of the date
10 of service of notice. In conferring, the Challenging Party must explain the basis for its
11 belief that the confidentiality designation was not proper and must give the Designating
12 Party an opportunity to review the designated material, to reconsider the circumstances,
13 and, if no change in designation is offered, to explain the basis for the chosen designation.
14 A Challenging Party may proceed to the next stage of the challenge process only if it has
15 engaged in this meet and confer process first or establishes that the Designating Party is
16 unwilling to participate in the meet and confer process in a timely manner.

17 If the parties cannot resolve a challenge without court intervention, the Designating
18 Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 or 37
19 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial
20 notice of challenge or within 14 days of the parties agreeing that the meet and confer
21 process will not resolve their dispute, whichever is later.

22 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
25 disclosed or produced by another Party or by a Non-Party in connection with this case only
26 for prosecuting, defending, or attempting to settle this litigation. Such Protected Material
27 may be disclosed only to the categories of persons and under the conditions described in
28

1 this Order. When the litigation has been terminated, a Receiving Party must comply with
2 the provisions of section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location
4 and in a secure manner that ensures that access is limited to the persons authorized under
5 this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
7 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
8 may disclose any information or item designated "CONFIDENTIAL" only to:

9 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
10 employees of said Outside Counsel of Record to whom it is reasonably necessary to
11 disclose the information for this litigation;

12 (b) the officers, directors, and employees (including House Counsel) of the
13 Receiving Party to whom disclosure is reasonably necessary for this litigation, and who
14 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
16 reasonably necessary for this litigation and who have signed the "Acknowledgment and
17 Agreement to Be Bound" (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
20 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
21 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
23 necessary and who have signed the "Acknowledgment and Agreement to Be Bound"
24 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.

25 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material must be separately bound by the court reporter and may not be disclosed to
27 anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of "ATTORNEYS EYES ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "ATTORNEYS EYES ONLY" only to the categories of persons identified in subparagraphs 2.7 2.9, 2.12, and the Court and its personnel. With respect to subparagraph 2.7, disclosure shall be limited to two (2) in-house counsel for the parties.

7.4 Copies of the "Acknowledgment and Agreement to be Bound" forms required under subparagraphs 7.2 and 7.3 shall be promptly served on the Producing Party.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating

1 Party shall bear the burden and expense of seeking protection in that court of its
 2 confidential material – and nothing in these provisions should be construed as authorizing
 3 or encouraging a Receiving Party in this action to disobey a lawful directive from another
 4 court.

5
 6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
 7 THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-Party
 9 in this action and designated as "CONFIDENTIAL." Such information produced by Non-
 10 Parties in connection with this litigation is protected by the remedies and relief provided by
 11 this Order. Nothing in these provisions should be construed as prohibiting a Non-Party
 12 from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce a
 14 Non-Party's confidential information in its possession, and the Party is subject to an
 15 agreement with the Non-Party not to produce the Non-Party's confidential information,
 16 then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-
 18 Party that some or all of the information requested is subject to a confidentiality agreement
 19 with a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
 21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
 22 specific description of the information requested; and

23 (3) make the information requested available for inspection by the
 24 Non-Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court
 26 within 14 days of receiving the notice and accompanying information,
 27 the Receiving Party may produce the Non-Party's confidential
 28 information responsive to the discovery request. If the Non-Party timely

1 seeks a protective order, the Receiving Party shall not produce any
 2 information in its possession or control that is subject to the
 3 confidentiality agreement with the Non-Party before a determination by
 4 the court.¹ Absent a court order to the contrary, the Non-Party shall bear
 5 the burden and expense of seeking protection in this court of its
 6 Protected Material.

7
 8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 10 Protected Material to any person or in any circumstance not authorized under this
 11 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
 12 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
 13 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
 14 unauthorized disclosures were made of all the terms of this Order, and (d) request such
 15 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
 16 attached hereto as Exhibit A.

17
 18 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 19 PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 21 produced material is subject to a claim of privilege or other protection, the obligations of
 22 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
 23 This provision is not intended to modify whatever procedure may be established in an e-
 24 discovery order that provides for production without prior privilege review. No
 25 modification of the protective order will have the force and effect of a court order unless
 26 _____

27 ¹ The purpose of this provision is to alert the interested parties to the existence of confidentiality
 28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
 interests in this court.

1 the Court approves the modification. Pursuant to Federal Rule of Evidence 502(d) and (e),
2 insofar as the parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the parties
4 may incorporate their agreement in the stipulated protective order submitted to the court.

5
6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
8 to seek its modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
10 Order no Party waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in this Stipulated
12 Protective Order. Similarly, no Party waives any right to object on any ground to use in
13 evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. Without written permission from the Designating
15 Party or a court order secured after appropriate notice to all interested persons, a Party may
16 not file in the public record in this action any Protected Material. A Party that seeks to file
17 under seal any Protected Material must comply with Civil Local Rule 79-5 and General
18 Order 62. Protected Material may only be filed under seal pursuant to a court order
19 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local
20 Rule 79-5 and General Order 62, a sealing order will issue only upon a request establishing
21 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
22 entitled to protection under the law. If a Receiving Party's request to file Protected Material
23 under seal pursuant to Civil Local Rule 79-5 and General Order 62 is denied by the court,
24 then the Receiving Party may file the information in the public record pursuant to Civil
25 Local Rule 79-5 unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material.

Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: July 31, 2012

ONE LLP

By: /s/ John E. Lord
Attorneys for Plaintiff,
Mavrix Photo, Inc.

Dated: July 31, 2012

GORDON & REES LLP

By: /s/ Kirstie M. Simmerman
Craig J. Mariam
Kirstie M. Simmerman
Attorneys for Defendant
GG Digital, Inc.

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2
3 DATED: AUGUST 13, 2012

4 **JEAN P. ROSENBLUTH**

5
6

Hon. Jean P. Rosenbluth
United States Magistrate Judge

EXHIBIT A

**AGREEMENT CONCERNING MATERIAL COVERED
BY CONFIDENTIALITY AGREEMENT**

1. I have been asked by _____ or its counsel to review certain information, materials, and/or testimony that has been designated as "CONFIDENTIAL" within the terms of the Stipulated Protective Order entered in the action entitled *Mavrix Photo, Inc. v. GG Digital, Inc.*, U.S. District Court, Central District of California, Case No. SACV12-00435 JST (JPRx).

2. I have read the aforementioned Stipulated Protective Order, and agree to be bound by it and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt.

3. I agree to submit to the jurisdiction of the United States District Court, Central District of California for enforcement of the undertakings I have made.

4. I declare, under penalty of perjury, that the foregoing is true.

Dated: _____

By: _____

Printed Name: _____